Honorable Robert D. Drain Docket Number 05-44481 (RDD) United States Bankruptcy Judge-Southern District of NY

June 16, 2009 Penfield NY 14526-2509

I, Nickolas K. Tzimas, object to the June 16, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the closing date (emergence date).

I was involuntarily retired after 31 years of dedicated service, 21 years with General Motors and 10 years with Delphi with the promise of Medical and Life Insurance to age 65, \$10,000.00 upon age 65 to cover some of the Medicare Medical and drug expenses and if I sign by February 19, 2009 the "Delphi Corporation Separation Allowance Plan Release of Claims" I was going to receive 24 semi monthly installments commencing on May 15, 2009.

I signed the legal contract on January 7, 2009 and it was signed by the Delphi Corporation on February 19, 2009. I retired April 30, 2009.

On February 10, 2009 Delphi announced the elimination of Health Care and Life Insurance benefits for Salaried Retirees and their Spouses.

On February 12, 2009 I went to the Human Resources representative to cancel my agreement to retire due to the fact that I could not afford to self pay for the health and life insurance premiums,(\$1,028.00 per month), and I was told that I could not because I had signed the contract. However, even though Delphi Corporation has signed the same contract for my severance payments, now they are refusing to honor them.

I had planned to use my severance pay for the costly health and life insurance premiums for myself and my wife, for the next 3.5 years for me and next 8 years for my spouse.

I waived certain rights (Release of Claims) to receive severance and I have a valid/binding and legal contract and I expect it to be honored.

I hope you will very thoughtfully consider my objection to the above matter.

Nickolas t Tymos
Nickolas Tzimas

Sincerely